

**2016  
AGREEMENT  
Between  
LOCAL UNION NO. 2286 of the  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
And  
PORT ARTHUR DIVISION of the  
SOUTHEAST TEXAS CHAPTER  
NATIONAL ELECTRICAL CONTRACTORS  
ASSOCIATION, INC.  
Port Arthur, Texas**

**PARTIES CLAUSE**

Agreement by and between the Port Arthur Division, SOUTHEAST TEXAS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and LOCAL UNION 2286, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the SOUTHEAST TEXAS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION and the term "Union" shall mean LOCAL UNION NO. 2286, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an Assent to this Agreement.

**BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

**ARTICLE I**

**Effective Date - Amendments – Disputes**

**SECTION 1.01:** This Agreement shall take effect August 29, 2016, and shall remain in effect until August 25, 2019, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the start of the first full pay period in September through the last pay period starting in August of each year, unless changed or terminated in the way later provided herein.

**SECTION 1.02:** (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

**SECTION 1.03:** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

**SECTION 1.04:** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**SECTION 1.05:** There shall be a Labor-Management Committee of three (3) representing the Union, and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide.

However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

**SECTION 1.06:** All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

**SECTION 1.07:** All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

**SECTION 1.08:** Should the Labor-Management Committee fail to agree or to adjust any matter; such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

**SECTION 1.09:** When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

**SECTION 1.10:** Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within thirty (30) working days of its occurrence shall be deemed to no longer exist.

## **ARTICLE II**

### **Outside Referral Procedure**

**SECTION 2.01:** In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**SECTION 2.02:** The Union shall be the sole and exclusive source of referral of applicants for employment.

**SECTION 2.03:** The Employer shall have the right to reject any applicant for employment.

**SECTION 2.04:** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership

policies or requirements. All such selection and referral shall be in accord with the following procedure.

**SECTION 2.05:** The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

## **CLASSIFICATION A**

### **Journeyman Lineman - Journeyman Technician**

**GROUP I** All applicants for employment who have three and one-half (3-1/2) or more years experience in the trade; are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Area Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3-1/2) years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

**GROUP II** All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Areas Joint Apprenticeship and Training Committee.

**GROUP III** All applicants for employment who have two (2) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market area, and who have been employed in the normal construction labor market for at least six (6) months in the last two and one-half (2-1/2) years in the geographical area covered by the collective bargaining agreement.



**GROUP IV** All applicants for employment who have worked at the trade for more than one (1) year.

## **CLASSIFICATION C**

### **Groundman - Truck Driver - Operators**

**GROUP I** All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

**GROUP II** All applicants for employment who have worked in the trade for more than one year.

**GROUP III** All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

**GROUP IV** All other applicants for employment.

**SECTION 2.06:** If the Registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

**SECTION 2.07:** The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

**SECTION 2.08:** "Normal Construction Labor Market is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

Angelina	entire County
Chambers	that portion east of the Trinity River
Hardin	entire County
Houston	entire County
Jasper	entire County
Jefferson	entire County

Liberty	that portion east of the Trinity River
Newton	entire County
Orange	entire County
Polk	entire County
Sabine	entire County
Trinity	entire County
Tyler	entire County

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which this Agreement applies.

**SECTION 2.09:** "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**SECTION 2.10:** "Examinations" - An "examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Outside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three and one-half (3-1/2) years' experience in the trade.

**SECTION 2.11:** The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

**SECTION 2.12:** An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

**SECTION 2.13:**

(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place of the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

(b) **Repeated Discharge:** An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the

qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks or longer depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

**SECTION 2.14:** The only exceptions, which shall be allowed in this order of referral, are as follows:

(a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

**SECTION 2.15:** An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

**SECTION 2.16:** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 2.4 through 2.14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of the Agreement and its decisions shall be in accord with this Agreement.

**SECTION 2.17:** A representative of the Employer or of the Association, as the case may be, designated to the Union, in writing, shall be permitted to inspect the Referral Procedures records at any time during normal business hours.

**SECTION 2.18:** A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties of this Agreement.

**SECTION 2.19:** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Outside Area Training Agreement.

**SECTION 2.20:** When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in GROUP IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in GROUP III, if any are employed in this Group. Then those in GROUP II, and then those in GROUP I.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in ARTICLE II, Section 14 is required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from lay-off as long as they remain in supervisory capacity. When they are reduced to the status of Journeymen, they will be slotted in the appropriate Group in Paragraph (a) above.

## **ARTICLE III**

### **Apprenticeship and Training**

**SECTION 3.01:** The Area Training Agreement entered into between the Southeast Texas Chapter of NECA, and I.B.E.W. local union number 2286 as approved by the International President on August 13, 1999, and as amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently, the contribution rate to the Apprenticeship and Training Trust is 1 percent of the gross monthly labor payroll. Apprentices' wages and the ratio of apprentice to Journeymen are specified in the Area Training Agreement.

## **ARTICLE IV**

### **Employer Rights - Union Rights**

**SECTION 4.01:** A Member of the Union, except those meeting the requirements of "Employer" as defined herein, shall not contract for or do any electrical work for anyone other than Employers who are signatory to this Agreement.

**SECTION 4.02:** No individual connected with an employing concern as Owner, Manager, Partner, or holder of a Master Electrical License, or member of a Board of Directors, shall perform any manual electrical work.

**SECTION 4.03:** The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the electrical contracting industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.



**SECTION 4.04:** The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

**SECTION 4.05:** Certain qualifications, knowledge, and financial responsibilities are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications: (1) maintaining a place of business with a business telephone; (2) and, not connected with or part of a domestic establishment; (3) and, with a suitable financial status to meet payroll requirements; (4) and, must employ at least one (1) Journeyman continuously.

**SECTION 4.06:** For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of this State. The Employer shall also make contributions to the Texas Employment Commission for all employees covered under the terms of this Agreement. The Employer shall furnish satisfactory proof to the Union that the requirements of this Section have been complied with.

**SECTION 4.07:** The Union reserves the right to discipline its members for violations of its laws, rules, and agreements. However, this does not include the right to call him to the Local Union Office or to take any other action that tends to disrupt the Contractor's work during the normal working hours.

**SECTION 4.08:** (a) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the I.B.E.W., other than violations of Paragraph (b) of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

(b) The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm, or corporation not recognizing the I.B.E.W. or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

(c) All charges of violations of Paragraph (b) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

**SECTION 4.09:** The Union understands the Employer is responsible to perform the work required by the Owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing, and

controlling the operation of all his work, in deciding the number and kind of employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or Owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

**SECTION 4.10:** When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "Day Shift" shall receive eight (8) hours' pay for at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "Swing Shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12 :30 A.M. and 8:00 A.M. Workmen on the "Graveyard Shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

**SECTION 4.11: Accident Reports**

(a) In the event of a fatal injury, the Employer shall immediately inform the Local Union Business Manager by telephone.

(b) All serious accidents shall be investigated by the Local Union Business Manager, or such person as he may designate. Should circumstances justify, the District Vice President may direct an investigation and/or request the services of the Safety Director. It is desirable that such accident investigations be conducted in conjunction with Management's investigation; however, in the event that cooperation is not forthcoming from Management, an independent accident investigation will be conducted as an integral part of Union business. A factual narrative report shall be made by the person conducting the accident investigation and forwarded through the designated channels to the Director of Safety.

## **ARTICLE V**

### **Hours - Wage Payments - Working Conditions**

**SECTION 5.01:** Eight (8) hours of work between the hours of 7:00 A.M. and 3:30 P.M., with thirty (30) minutes for a lunch period, shall constitute a workday. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the workweek.

- a) When the majority of crafts on any job start work at a time other than the normal starting time of 7:00 A.M., then linemen electricians will also start at the alternate starting time without payment of overtime; starting time not to be altered more than one (1) hour. When the normal starting time is altered, then the provisions of this Section and Section 2 of this Article shall also be accordingly altered.
- b) The starting time may be altered when agreed to by the Employer and the Union. However, when the starting time is set, it shall not be changed unless the above provisions are applied.

### **SECTION 5.02: 4-10's Work Schedule**

(a) The Employer may establish a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, at the straight time rate of pay. An unpaid one - half hour period shall be allowed for lunch.

(b) The Employer may establish a second shift consisting of four (4) consecutive ten (10) hour nights between the hours 6:00 p.m. and 6:00 a.m., Monday through Friday, at the straight time rate plus one dollar and fifty cents (\$1.50) per hour worked as a shift differential. An unpaid one - half hour period shall be allowed for a meal.

(c) Friday may be used as a make-up day, and, if utilized, a minimum of eight (8) hours work must be scheduled. All overtime will be paid according to the overtime provisions of Section D & E, below. Scheduling changes, regardless of duration, shall not affect the terms and conditions of this Section.

(d) After an individual employee has accumulated ten (10) hours in the workday, or forty (40) hours in the workweek, Monday through Friday, overtime shall be paid at a rate of one and one-half times (1 1/2) the straight time rate of pay. This shall apply to make-up days, as well. Work performed on Saturdays shall be paid at 1.5 times the straight time rate. Work performed on Sundays and Holidays, as recognized in Section 5.02 (b) of this Agreement, shall be paid at two (2) times the straight time rate.

(e) Overtime for the Second Shift shall be computed by adding the shift differential (\$1.50) to the straight time rate and then multiplying the sum by the applicable overtime rate.

(f) There shall be no pyramiding of overtime rates, and double the straight time rate shall be the maximum compensation for any hour worked.

**SECTION 5.03:** All time worked before and after the established work day of eight (8) hours, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time and one-half (1 1/2). All time on Sundays and holidays shall be paid for at the rate of double time.

The following six (6) days shall constitute the legal holidays within the terms of this Agreement: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such.

In the event an employee works sixteen (16) consecutive hours in any 24 hour period, the first 16 hours will be paid at the prevailing rate and the remainder will be paid at the rate of time and one half (1 1/2) his regular rate of pay until given ten (10) hours consecutively off, Sunday and holiday excluded.

**SECTION 5.04:** No work shall be performed on Labor Day except in case of emergency.

**SECTION 5.05:** The minimum hourly wage rates are as follows:

<b><u>Effective Date:</u></b>	<b><u>8/29/16</u></b>	<b><u>8/28/17</u></b>	<b><u>8/27/18</u></b>
General Foreman	\$38.78	\$39.87	\$40.99
Foreman	\$37.48	\$38.57	\$39.69
Journeyman Lineman	\$36.18	\$37.27	\$38.39
Large Equipment Operator*	\$28.94	\$29.82	\$30.71
Small Equipment Operator	\$21.71	\$22.36	\$23.03
Groundman (1 Year) (60%)	\$21.71	\$22.36	\$23.03
Groundman (6-12 Months) (45%)	\$16.28	\$16.77	\$17.28
Groundman (3-6 Months) (40%)	\$14.47	\$14.91	\$15.36
Groundman (0-3 Months) (40%)	\$14.47	\$14.91	\$15.36

\* Journeyman Linemen performing as Large Equipment Operators shall be paid at 100% of the Journeyman Lineman wage rate.

<b><u>Effective Date:</u></b>	<b><u>8/29/16</u></b>	<b><u>8/28/17</u></b>	<b><u>8/27/18</u></b>
Apprentice 1st Period 60%	\$21.71	\$22.36	\$23.03
Apprentice 2nd Period 65%	\$23.52	\$24.23	\$24.95
Apprentice 3rd Period 70%	\$25.33	\$26.09	\$26.87
Apprentice 4th Period 75%	\$27.14	\$27.95	\$28.79
Apprentice 5th Period 80%	\$28.94	\$29.82	\$30.71
Apprentice 6th Period 85%	\$30.75	\$31.68	\$32.63
Apprentice 7th Period 90%	\$32.56	\$33.54	\$34.55

**SECTION 5.06:** Journeymen and Operators shall operate all power driven equipment. Pickup and flat-bed trucks may be driven by groundmen. Operators may operate all equipment and vehicles, including, trucks, hole digging machines, etc. Operators are

classified as follows: Large Equipment Operator (25 Tons and above), Small Equipment Operator (less than 25 Tons).

**SECTION 5.07:** (a) The payroll period will begin with the beginning of business at 12:01 A.M. on Monday of each week, and continue through Sunday at 12:00 Midnight of the following week. Wages shall be available at the regular quitting time and paid on Thursday for work done up to 12:00 Midnight on the preceding Sunday. Should Thursday be one of the days noted in Section 2 hereof, wages shall be paid on Wednesday, but not later than regular quitting time for work done up to 12:00 Midnight on the preceding Sunday.

(b) After being notified, the Employer shall have up to ten (10) hours during normal business hours to rectify any mistakes on paychecks without penalty.

(c) Any workman discharged for cause shall be paid his wages within forty eight (48) hours (excluding Saturday, Sunday, or Holidays) at the Employer's office. If the workman does not collect his wages at the Employer's office within the forty eight (48) hour period, the Employer will mail the wages the following day. Any man quitting shall be paid in full in twenty-four (24) hours, excluding Saturdays, Sundays, and holidays. If the employee does not collect his wages at the Employer's headquarters within the twenty-four (24) hour period, the Employer will mail the employee's wages the following day. In the event payment is not made as set out above, waiting time at the regular rate shall be charged until payment is made.

(d) The Employer may provide wages by direct deposit.

(e) Workmen being laid off or discharged by the Employer, or workmen severing their employment voluntarily, shall be given a termination notice by their Employer who will also send a copy to the Southeast Texas Chapter, N.E.C.A. and to Local Union No. 2286, I.B.E.W.

**SECTION 5.08:** (a) All Employers subject to the terms of this Agreement shall carry an Indemnity Bond issued by a Company authorized to do business in the State of Texas in the amount of five thousand dollars (\$5,000.00), as evidence of financial responsibility, and to insure proper payments to the Line Construction Benefit Fund (Lineco), National Electrical Annuity Plan (NEAP), the Electrical Joint Apprenticeship and Training Trust Fund, the National Employees Benefit Board, to Local Union No.2286, I.B.E.W. for dues withheld on behalf of the Union members, and for wages required under this Contract.

The aforesaid Bond shall be executed for a period of time to conform to the time limitations set forth in this Agreement, and shall be renewed as provided for in subsequent Agreements.

The Bond shall provide that it may not be canceled by either the Employer or the Insurance carrier without thirty (30) days written notice in advance to the Union by certified, registered, or insured mail from the Surety. Proof of the execution of the Bond, in the form of an affidavit executed by the Insurance Carrier, shall be furnished the Union for each Employer. Such affidavit shall show on its face that it may not be canceled by either the Insurance



Carrier or the Employer without prior notification to the Union. The Local Union shall furnish a copy of the affidavit of Bond to each of the Funds.

The obligee (Local Union No. 2286, I.B.E.W.) shall notify the Surety within thirty (30) days after having knowledge of a breach of this Agreement by the principle hereof.

(b) In the event of an Employer giving an uncollectible check, this Agreement shall be considered breached by the Employer until the sum involved has been made good, together with all added costs.

(c) Employers signatory after August 29, 2011, or current signatories who become delinquent thereafter, shall post a bond as follows:

<u>Workmen</u>	<u>Bond</u>
1-5	\$5,000
6-10	\$10,000
11-15	\$15,000
16-20	\$20,000
21-30	\$25,000
31+	\$30,000

**SECTION 5.09:** On any job, a Foreman shall be designated. A Foreman shall not be required to work more than 6 Journeymen. On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman.

No Foreman of one job shall at the same time perform work on another job. When two or more Foremen are required as per Paragraph 1 above on any one job, one shall be designated as General Foreman.

**SECTION 5.10** Groundmen shall assist linemen in the performance of their work and shall work under the supervision of the Foreman or a Journeyman, but at no time shall Groundmen be required to work with linemen's tools.

**SECTION 5.11:** Workmen shall report at a designated headquarters or the Employer's storeroom ready for work at 7:00 A.M., and shall be returned to such headquarters or the Employer's storeroom at quitting time.

The Employer shall furnish transportation from warehouse to job and return. Such warehouse shall be located in the town nearest to place of actual work. The work day shall begin and end at the warehouse.

Nothing in the Agreement shall be construed as limiting the right of Employers to move, transfer, or assign employees from his shop to any specific job, or from any job to any other job, upon which said Employer holds a contract for the performance of the electrical work. An employee, once on the Employer's payroll may be worked by him at any location at the discretion of the Employer.

**SECTION 5.12:** When workmen are sent on the job and are forced to return because of rain or other causes, they shall receive not less than two (2) hours pay. After working or staying on the job through this first two (2) hours of the work day workmen shall be paid in two hour increments, four (4) hours, six (6) hours, eight (8) hours or ten (10) hours when applicable.

The men may be held at the storeroom for the remainder of these periods and do inside or storeroom work. In the event of showers, the men may remain on the job and work between showers, provided they are furnished shelter during the showers.

Workmen reporting for work at 7:00 A.M., upon instructions of the Employer and not being assigned to work, shall receive at least two (2) hours pay unless notified on the last preceding work day not to report.

**SECTION 5.13:** Journeymen Linemen shall provide themselves with the following tools:

Tool belt and safety strap Set of climbers

Pliers Hammer

Skinning knife Screw driver

72" Rule 12" Crescent wrench

**SECTION 5.14:** The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued them providing the Employer furnishes the necessary lockers, tool boxes, or other safe places for storage.

**SECTION 5.15:** Each crew (hole digging, pole setting, lining, tamping, wire stringing, etc.) shall have a Foreman. Each crew may have as many groundmen as necessary.

**SECTION 5.16:** Unloading, hauling, and distributing of poles shall be handled by not less than one (1) lineman and one (1) groundman. The unloading and distributing of material, hardware, or conductors must be performed by workmen employed under the terms of this Agreement. The digging of pole holes and the digging of anchor holes shall be performed by groundmen.

**SECTION 5.17:** No work shall be performed on inclement or rainy days except in extreme emergencies and when work is performed, raincoats and rubber equipment shall be furnished all workmen.

All trucks transporting men shall have a metal covering or tarpaulin properly installed with bows to provide sufficient headroom for the men, and to protect them in case of rain, snow, sleet and cold winds.

**SECTION 5.18:** In a pole setting crew, on a single-pole line, there shall be a Foreman and not less than one (1) lineman to perform the necessary work of Journeymen. However, if single poles are set in energized lines (550 volts or higher) there shall be a Foreman and

not less than two (2) linemen to perform the necessary work of Journeymen. On H-frame lines there shall be a Foreman, two (2) linemen and as many groundmen as may be necessary.

**SECTION 5.19:** The following classifications of work shall be performed by linemen and other classifications of outside electrical workers employed under the terms of this Agreement.

- (1) The setting or erection of poles, towers and fixtures.
- (2) The assembling and installation of cross-arms, insulators, switches, guys, racks, etc., on such poles, towers, and fixtures.
- (3) The boring of holes in poles, towers, cross-arms, or other necessary fixtures, when not done by the manufacturer at his plant.
- (4) The treating of poles, cross-arms, timbers, wood braces, etc., with preservatives when not done by the manufacturer at his plant.
- (5) The lining of poles (where not done by the Foreman).
- (6) The stringing, pulling, sagging and typing of all conductors.
- (7) The construction of and installing of equipment in all outside substations.
- (8) The maintenance and repair of the above mentioned lines and equipment.
- (9) Operation of all power equipment.

**SECTION 5.20:** The provisions of the National Electrical Safety Code shall be observed at all times on all jobs.

The Employer shall be responsible for the testing of gloves and sleeves at intervals not to exceed ninety (90) days, and for bucket trucks and blankets every 180 days. The date of the last test shall be stamped on equipment.

A workman working lines or equipment carrying a voltage of 440 volts or more or other hazardous work will not be required to work alone, but shall be accompanied by another Journeyman and supervised by a Foreman on the ground.

**SECTION 5.21:** The Employer recognizes the right of the Union to appoint a Steward on each job. Such Steward shall be allowed sufficient time during working hours to see that the terms and conditions of this Agreement are observed on his job. No Employer shall discriminate against any Steward because of the faithful performance of his duties as such.

**SECTION 5.22:** The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization -- the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

**SECTION 5.23:** Where a permanent warehouse is maintained on the job-site during construction and a warehouseman is employed, he shall be a Journeyman.

**SECTION 5.24:** No workmen shall use his personal automobile, motorcycle, or vehicle in a manner considered to be unfair to other workmen.

**SECTION 5.25:** Employees working more than two (2) hours of unscheduled overtime or more than four (4) hours of emergency callout overtime, and each four hours thereafter, shall be furnished a paper bag or box lunch with coffee or milk by the Employer and eaten on the Employer's time.

**SECTION 5.26:** Any outside firm doing electrical work within the jurisdiction of this Local Union shall not be allowed to bring in more than one non-resident Journeyman. When any complaint or dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

**SECTION 5.27:** Thirty (30) days' notice shall be provided to the Employer prior to the effective date of any change in wage or benefit contribution rates.

## **ARTICLE VI**

### **Industry Fund**

**SECTION 6.01:** Each individual Employer shall contribute an amount not to exceed one percent (1 %) nor less than .2 of 1 % of the productive payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty- five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.
2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages [including overtime] paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted).

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

## **ARTICLE VII**

### **National Electrical Benefit Fund**

**SECTION 7.01:** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours-notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

## **ARTICLE VIII**

### **Health and Welfare Fund**

**SECTION 8.01:** (a) It is hereby mutually agreed between the parties hereto and in accordance with the "Welfare Contract" entered into by and between the Southeast Texas Chapter of the National Electrical Contractors Association and Local Union No. 2286, International Brotherhood of Electrical Workers, that the Employer will forward, effective December 28, 2015 to the mutually selected Health and Welfare Trust Fund an amount equal to five dollars (\$5.25) per hour for all hours actually worked (both straight time and overtime) within the geographical limits of the Union's jurisdiction when work is performed for any Employer operating under the terms of this Basic Agreement, for all employees (except for Groundmen in accordance with Section 8.01 (b), below). Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Fund



payments, and received by the Southeast Texas Benefit Trust no later than the 15<sup>th</sup> of the month following the month in which the labor was performed.

(b) Effective December 26, 2016, the Employer shall forward an amount equal to \$5.50 per hour in accordance with Section 8.01 (a), above.

(c) Effective August 29, 2016, new Groundmen that have not previously performed IBEW signatory work shall not be eligible to receive contributions for the first ninety (90) days of employment.

(d) Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Health and Welfare Trust Fund. Failure of an individual Employer to comply with applicable provisions of this Section shall constitute a breach of this Agreement.

(e) If additional contribution rate increases to the Health and Welfare Fund are required by the Health and Welfare Fund Trustees during the term of this Agreement, the Employer shall fund up to \$.25 each year of the Agreement.

(f) The mutually selected Health and Welfare Plan is now the "Line Construction Benefit Fund (LINECO)".

(g) The Employer agrees to be bound by the terms and conditions of the Trust documents and by the actions of the Trustees, excluding any action prohibited by law or which diverts the funds from the purpose for which the Trust was created and to make available to the Lineco Trustees such information and records as will enable the Lineco Trustees to perform their functions. However, by mutual agreement, the parties may select another Health and Welfare Plan during the term of this Agreement.

## **ARTICLE IX**

### **Monthly Fringe Payments**

**SECTION 9.01:** Fringe benefits payments and payroll deduction amounts provided for under this agreement shall be remitted monthly. These payments shall be due and payable to the Southeast Texas Benefit Trust (SETBT) no later than fifteen (15) calendar days following the end of the calendar month in which the work was performed and shall be reported on a form provided by the SETBT. Each employer shall file a monthly report for each fringe benefit and fund in the form established. Each monthly report shall be filed, regardless of whether or not the employer has employed any employee in the month covered by said report. Reports must be filed monthly regardless of the employer's ability to pay.

Any employer who fails to file a report and pay amounts due for any of the fringe benefits or funds specified in this agreement on or before the fifteenth (15th) calendar day following

the end of the preceding month in which said reports cover along with all moneys that are due shall be considered delinquent and in violation of this agreement. Each employer shall make available applicable books and records for the purpose of auditing same to determine that the amounts due and paid were correct.

Action to collect contributions and payroll deductions may be brought in the name of the respective fund involved, its trustees and any assignor or agent designated by said trustees. Employer hereby accepts and agrees to the term of each trust agreement and plan for such fringe benefit fund. A delinquent Employer shall be liable to any employee effected by such delinquency for all benefits lost by such employee by virtue of such delinquency, and such delinquent Employer shall also be liable for reasonable attorney's fees for any action brought to recover the amount of said benefits.

This action does not waive or deny any remedies of collection in other sections of this Agreement, Trust or a remedy at law.

## **ARTICLE X**

### **National Electrical Annuity Plan**

**SECTION 10.01:** It is agreed that in accord with the IBEW - District Ten - NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan ("NEAP"), the individual employer will forward monthly to NEAP's designated collection agent an amount equal to seventeen percent (17%) of the wage rate of each classification, (except for new Groundmen in accordance with Section 10.04, below) {the contribution obligation}, together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing NEAP on the last day of each month, which may be recovered by suit initiated by NEAP or its assignee. Payment shall be made monthly and reported on the monthly computer reporting forms, along with all other Fund payments, and received by the Southeast Texas Benefit Trust no later than the 15th of the month following the month in which the labor was performed.

The individual employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours-notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

The failure of an individual employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his labor agreement.

**SECTION 10.02:** Payment shall be made monthly and reported on the weekly computer reporting forms, along with all other Funds' payments, and mailed to reach the Southeast Texas Benefit Fund no later than Sunday following the last day of the par period in which the labor was performed.

**SECTION 10.03:** The contribution is to be paid on an hours paid basis, except for new Groundmen, in accordance with Section 10.04, below.

**SECTION 10.04:** Effective August 29, 2016, new Groundmen that have not previously performed IBEW signatory work shall receive contributions of \$.25 per hour worked for the first twelve (12) months of employment. After twelve (12) months of employment, the Employer shall contribute in accordance with Sections 10.01 and 10.03 of the Agreement.

## **ARTICLE XI**

### **COPE/PAC Fund**

**SECTION 11.01:** The Employer agrees to deduct and transmit to IBEW-COPE five (5) cents for each hour actually worked from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by the IBEW-COPE.

The deductions and payment of the deductions shall be made weekly and reported on the weekly computer reporting forms, along with all other Funds payments, and shall be mailed to reach the office of the Southeast Texas Benefit Fund no later than seven (7) calendar days following the end of each payroll week in which the labor was performed.

Any employee may revoke the voluntary authorization at any time by notifying the company and IBEW-COPE in writing of a desire to do so.

The Union will indemnify and save the company harmless from any claims, suits, or any other form of liability as a result of making payroll deductions described above.

## **ARTICLE XII**

### **Port Arthur Electrical Administration Fund**

**SECTION 12.01:** Effective September 4, 1995, all Employers subject to the terms of this Agreement shall contribute an amount equal to Six Cents (\$.06) per hour worked by each employee working under the terms of this Agreement. The amount shall be adjusted and phased out based on the number of hours worked in a calendar year. When the employer exceeds 75,000 hours in the calendar year the amount shall be reduced by 25%. When the employer exceeds 150,000 hours in the calendar year the amount shall be phased out entirely. The sum shall be due the Port Arthur Electrical Administration Fund no later than fifteen

(15) calendar days following the end of the calendar month in which the work was performed on a form provided by the Administration Fund.

**SECTION 12.02:** These funds are for the administration of the Agreement and the Southeast Texas Chapter, N.E.C.A., shall appoint the Administrator of the "Fund". The Administrator will indemnify and save the Union harmless from any claims, suits or any other form of liability as a result of administering this fund as described above.

**SECTION 12.03:** No part of the funds collected under this fund shall be used for any purpose, which is held to be in conflict with the interest of the International Brotherhood of Electrical Workers and its local Unions.

**SECTION 12.04:** The failure of an individual employer to comply with the applicable provisions of the fund shall constitute a breach of his labor requirements as pertain to the other trust funds set forth in this agreement. It shall be the responsibility of the fund and / or the fund administrator, not the local union, to enforce this provision.

## **ARTICLE XIII**

### **National Labor Management Cooperative Committee (NLMCC)**

**SECTION 13.01:** The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29U.S.C. SI75(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 V.S.C.S 186 (c) (9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore innovative joint approaches to achieving organization effectiveness;
- (3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and,



- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**SECTION 13.02:** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

**SECTION 13.03:** Each employer shall contribute one cent (1¢) per hour worked up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union agreements with the Southeast Line Chapter, NECA. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southeast Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**SECTION 13.04:** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten per (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE XIV**

### **Labor Management Cooperation Committee (LMCC)**

**SECTION 14.01:** The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and



- industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
  - 7) to engage in public education and other programs to expand the economic development of the electrical construction industry; to enhance the involvement of workers in making decisions that affect their working lives; and,
  - 8) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

**SECTION 14.02:** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

**SECTION 14.03:** Each employer shall contribute \$0. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Southeast Texas Chapter, NECA, or its designee, shall be the collection agent for this Fund.

**SECTION 14.04:** If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE XV**

### **SUBSTANCE ABUSE**

**SECTION 15.01:** The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local

union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

## **ARTICLE XVI**

### **Code of Excellence**

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customer's expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

## **ARTICLE XVII**

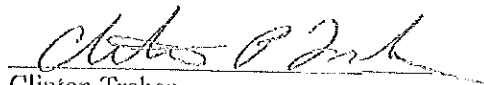
Should any provision of this Agreement be declared illegal by any Court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

## **ARTICLE XVIII**

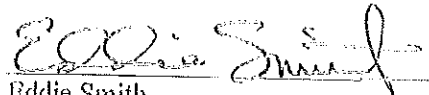
This Agreement sets forth the entire contract between the Employer and the Union and supersedes all previous understanding and agreements between them and amendments thereto.

SIGNED FOR THE UNION:

Local Union No. 2286  
International Brotherhood of  
Electrical Workers



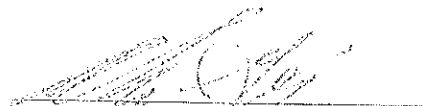
Clinton Trahan  
Business Manager  
Local Union 2286, IBEW



Eddie Smith  
Assistant Business Manager  
Local Union 2286, IBEW

SIGNED FOR THE EMPLOYER:

Port Arthur Division of the  
Southeast Texas Chapter of the  
National Electrical Contractors  
Association



Allen Grainey  
Executive Director  
Southeast Texas Chapter of NECA

